

**SASKATCHEWAN HOUSING LEASE**

**THIS LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_ **HOUSING AUTHORITY,**  
(the "Authority")

- and -

\_\_\_\_\_  
\_\_\_\_\_  
(the "Tenant")

WHEREAS the Tenant’s application has been approved for a provincial rental housing program and the Authority has agreed to provide rental housing to the Tenant subject to the terms and conditions contained in this agreement (“Lease”).

The Authority and Tenant agree as follows:

**RENTAL UNIT**

- 1. The Authority agrees to rent the property described below (the "Rental Unit") to the Tenant:

Apartment or unit number \_\_\_\_\_

situated at \_\_\_\_\_

in \_\_\_\_\_, SK, Postal Code \_\_\_\_\_

**STANDARD CONDITIONS**

- 2. The Standard Conditions attached as Schedule A will apply to this Lease (“Standard Conditions”).

**TENANT'S REGULATIONS**

- 3. The Tenant's Regulations attached as Schedule B will apply to this Lease.

**OCCUPANCY AND USE**

- 4. The Tenant will occupy and use the Rental Unit as a private residence. The Tenant and the person(s) listed below will occupy the Rental Unit:

<u>NAME</u>	<u>RELATIONSHIP TO TENANT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 5. The Tenant will inform the Authority of any changes in the members of the household.
- 6. The Tenant will not permit anyone other than those listed above to occupy the Rental Unit. If the Tenant would like a person(s) not listed in Clause 4 to move into the Rental Unit, the Tenant must get written approval from the Authority to determine if the household, with the additional person(s), remains eligible.
- 7. The Tenant will not transfer, rent out, or allow anyone else to occupy the Rental Unit or any portion of it without the Authority’s written approval.
- 8. If one or more bedrooms in the Rental Unit become vacant, the Authority may:
  - (a) ask the Tenant to relocate to another rental unit in the same building or in another building in the community; however, the Authority will give the Tenant at least one (1) calendar month notice; or
  - (b) ask the Tenant to vacate the Rental Unit if a more suitable housing unit is not available within the community; however, the Authority will give the Tenant at least one (1) calendar month notice.

9. If a non-senior Tenant ceases to be eligible for the housing program, the Authority may ask the Tenant to vacate the Rental Unit; however, the Authority will give the Tenant at least one (1) calendar month notice.
10. The Tenant will not use the Rental Unit for any unlawful or hazardous purposes. The Tenant must have written approval from the Authority before using the Rental Unit for any business or profession.
11. The Tenant is responsible for the conduct of all persons living with or visiting the Tenant.

**TERM**

12. This Lease is month to month.
13. The Tenant will take possession of the Rental Unit on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ (MM/DD/YYYY). Tenancy will begin on this date.

**RENT**

14. (a) The Tenant agrees to pay the Authority \$\_\_\_\_\_ minus any applicable heating allowance plus any additional charges on or before the first calendar day of each month (the “Rent”).
  - (i) The first payment is due on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ (MM/DD/ YYYY).
  - (ii) The Rent is in effect until \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ (MM/DD/ YYYY).
  - (iii) If while a tenant of the Authority under the Social Housing Program, the Tenant receives support from the Provincial Training Allowance, the Saskatchewan Assured Income for Disability Program, the Transitional Employment Allowance, or the Saskatchewan Assistance Program during the Lease term, the Rent will be equal to the greater of the Saskatchewan Assistance Program shelter allowance (“Shelter Allowance”) or minimum rent established by Saskatchewan Housing Corporation (“SHC”). Other charges, such as electricity or parking charges, are extra costs and not included in the Rent. If the Shelter Allowance changes, the Rent will be adjusted to reflect the change, and this adjustment in the Rent will be applied from the date of the Shelter Allowance change.

- (iv) If while a tenant of the Authority under the Social Housing Program, the Tenant receives support from the Saskatchewan Income Support Program during the Lease term, the Tenant will pay rent as set out in SHC's Social Housing Program Rates Schedule for the Saskatchewan Income Support Program. Other charges such as electricity and parking charges are extra costs and not included in the Rent. If SHC's program rates change, the Rent will be adjusted to reflect the change, and the adjustment in the Rent will be applied from the date of the rate change.
- (b) **Prorated Rent:** If the Lease begins on a day other than the first day of the month, the Tenant will pay the Authority the prorated amount of \$\_\_\_\_\_ for the period of \_\_\_\_ / \_\_\_\_ / 20\_\_ (MM/DD/ YYYY) to \_\_\_\_ / \_\_\_\_ / 20\_\_ (MM/DD/ YYYY).
- (c) To calculate the prorated amount, the Authority will divide the Rent by thirty (30), which is the average number of days in a month. The result will be multiplied by the number of days left in the partial rental period.
- (d) The Rent includes the following equipment, utilities, and services:  
 Refrigerator  Stove  Washer  Garbage Removal   
 Heat  Water  Dryer   
 Other (specify) \_\_\_\_\_
- (e) The Rent does not include the following utilities and services:  
 Electricity  Parking  Laundry   
 Other (specify) \_\_\_\_\_

### **UTILITIES AND CHARGES**

15. (a) If the Tenant's financial institution returns any items to the Authority (e.g. cheques returned for insufficient funds), the Tenant will pay the Authority any fee the financial institution charges the Authority for the returned items, plus the Authority's administrative fee of **\$20.00**.
- (b) The Tenant will pay all utilities, parking, storage, and service charges that are not included in the Rent. Failure to pay utilities and service charges is a breach of this Lease. The Authority may pay these charges and collect them from the Tenant in the same manner the Rent is collected.

- (c) The Tenant will pay any amount that the Authority is permitted to recover from the Tenant as remedy for breaching this Lease or otherwise pursuant to *The Residential Tenancies Act, 2006* (the “Act”) and any subsequent amendments.
16. Everyone who signs this Lease is responsible for all amounts owed, due, or payable. This includes, but is not limited to: Rent, damages, and other costs listed in this Lease.

### **SECURITY DEPOSIT**

17. (a) The Tenant will pay \$\_\_\_\_\_ to be held by the Authority as a security deposit. The amount will be paid as follows: \$\_\_\_\_\_ when the Tenant signs the Lease and the balance of \$\_\_\_\_\_ not later than \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_ (MM/DD/ YYYY).
- (b) The Tenant may provide a letter of guarantee from the Ministry of Social Services (“Ministry”) for a portion or all of the security deposit.
- (c) When the letter of guarantee from the Ministry covers only a portion of the security deposit, the Tenant will pay the remainder as set out in Clause 17(a).
- (d) If the letter of guarantee from the Ministry is withdrawn, the Authority will provide written notice to the Tenant that payment of the security deposit is required. The Tenant will pay fifty per cent (50%) of the security deposit within one (1) month of receiving the notice and the Tenant will pay the remaining balance within three (3) months of receiving the notice.
- (e) When the Tenant vacates the Rental Unit at the end of the Lease, the security deposit will be handled in accordance with Sections 32-34 of the Act.

### **ANNUAL REVIEW AND RENT DETERMINATION**

18. (a) Every year, at least sixty (60) days before the first calendar day of \_\_\_\_\_ (the “Anniversary Date”), the Tenant must give the Authority proof of the total annual income of each member of the household.
- (b) Subject to Clause 14(a), the Authority will calculate the Rent and provide the Tenant written notice of the Rent, at least one (1) month prior to the Anniversary Date.
- (c) The new Rent will take effect on the Anniversary Date.

**INSURANCE**

19. The Tenant should maintain an insurance policy to protect the Tenant from third-party liability and from property losses as a result of water, fire, or theft. The Authority will not pay for or provide alternative accommodation if the Tenant is required to relocate for any reason or issue caused by something outside the Authority's control. The Authority will not pay for any loss that happens in connection with the Rental Unit, the building and its facilities, the grounds, and parking lot unless it is caused by the Authority's negligence.

**POSSESSION**

20. If the Tenant does not take possession of the Rental Unit on the possession date or abandons the Rental Unit without proper termination of this Lease, the Authority may take possession of the Rental Unit without notifying the Tenant and rent the Rental Unit to another tenant. The Authority may also recover from the Tenant any outstanding Rent, any lost Rent caused by the Tenant failing to take possession or abandoning the Rental Unit, and all claims for damages.

**NO SMOKING**

21. The Tenant will not smoke or vape or permit smoking or vaping:
  - (a) in the Rental Unit; or
  - (b) in any common area(s) of the building in which the Rental Unit is located; or
  - (c) on any portion of the grounds unless designated by the Authority as a smoking area.
22. The Tenant will take full responsibility for any damage arising from smoking.

**PARKING**

23. Any parking stall assigned to the Tenant will be used solely for parking one operable and licensed vehicle. The Tenant will not use the parking stall or parking lot to repair any vehicle without the Authority's written approval.

**TENANT TO NOTIFY AUTHORITY OF DEFECTS**

24. The Tenant will immediately inform the Authority of:
- (a) any fault, defect, or deficiency in the Rental Unit or the building or lands in or on which the Rental Unit is located; or
  - (b) any pest, including but not limited to ants, cockroaches, bedbugs, mice, or other vermin in the Rental Unit or the building in which the Rental Unit is located.
25. Subject to the Standard Conditions, the Tenant will allow the Authority or Authority's representative to enter the Rental Unit whenever necessary to repair faults, defects, or deficiencies in the Rental Unit.

**TENANT TO CO-OPERATE**

26. The Tenant will fully co-operate with the Authority in the treatment of pests.

**ALTERATIONS**

27. The Tenant will not make any alterations or additions to the Rental Unit without the Authority's written approval.
- (a) Any alterations or additions made to the Rental Unit without the approval of the Authority will be considered damages.
  - (b) Upon termination of the Lease, the Tenant will reverse any approved alterations or additions made to the Rental Unit at their own expense unless the Authority gives the Tenant permission to leave the alterations or additions in place. If the Authority allows the alterations or additions to remain after the Lease is terminated, the alterations will become the property of the Authority without any compensation to the Tenant.

**SALE OF THE RENTAL UNIT**

28. If the Rental Unit is sold, the Tenant may be asked to vacate; however, the Authority will give the Tenant at least one (1) calendar month notice.

**TERMINATION SERVING NOTICE**

- 29. Either party may end this Lease in accordance with the Act. Notice must be given on or before the last day of a month to be effective on the last day of the following month.
  
- 30. The Authority may deliver the notice by handing a copy to the Tenant in person OR posting a copy of the notice to the entrance door of the rental unit AND sending an additional copy to the Tenant through one of the following means:
  - (a) by ordinary mail, which is deemed to be delivered three (3) business days after it is postmarked;
  - (b) by email (if email addresses are provided), which is deemed to be delivered the business day after the email is sent; or
  - (c) by fax (if fax numbers are provided), which is deemed to be delivered the business day after it is sent; or
  - (d) by any other method permitted by the Act or by regulations made under the Act.
  
- 31. The Tenant may deliver the notice to the Authority at the address provided in Clause 35. Alternatively, the Tenant may deliver the notice:
  - (a) by ordinary mail, which is deemed to be delivered three (3) business days after it is postmarked; or
  - (b) by email (if email addresses are provided), which is deemed to be delivered the business day after the email is sent; or
  - (c) by fax (if fax numbers are provided), which is deemed to be delivered the business day after it is sent; or
  - (d) by any other method permitted by the Act or by regulations made under the Act.



**TERMINATION BY THE AUTHORITY**

32. The Authority may terminate this Lease by giving the Tenant written notice of termination:
- (a) on or before the last day of a month to be effective on the last day of the following month if:
    - (i) the Tenant has given or gives false information to the Authority or conceals or attempts to conceal assets or income;
    - (ii) the Tenant fails to provide verification of income as required by Clause 18(a);
    - (iii) the Tenant fails to notify the Authority that the Tenant is in receipt or is no longer in receipt of an income support program as listed in Clause 14(a)(iii) and (iv);
    - (iv) the Tenant breaches or fails to comply with any clause in the Lease; or
    - (v) any other reason for termination permitted by the Act.
  - (b) immediately, as permitted by the Standard Conditions.

**CHANGES IN MUTUAL RIGHTS AND DUTIES**

33. No change can be made to the Lease unless agreed to in writing by the Tenant and the Authority.
34. The Authority's delay or failure to exercise any right or duty under this Lease or any applicable law will not constitute waiver of that right or duty in whole or in part. No waiver by the Authority will be binding unless executed in writing by the Authority.

**CONTACT AND EMERGENCY INFORMATION**

35. For the purpose of this Lease, the address of the Authority is:

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Telephone Number: \_\_\_\_\_

Email Address : \_\_\_\_\_

Fax Number: \_\_\_\_\_

until the Authority gives notice of a different address to the Tenant.

Contact address for service (if different than above):

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Telephone Number for emergency repairs: \_\_\_\_\_

36. For the purpose of this Lease, the address of the Tenant is the address of the Rental Unit.

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax Number (optional): \_\_\_\_\_

until the Tenant gives notice of a different address to the Authority.

Contact address for service (if different than the Rental Unit):

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37. For the purpose of this Lease, the contact person for the Tenant, in the event of a health or safety emergency, is:

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

Email Address: \_\_\_\_\_

until the Tenant gives notice of a different contact person to the Authority.

**ACKNOWLEDGMENT BY TENANT**

38. The Tenant acknowledges receipt of a copy of this Lease.

By signing below, the Tenant and Authority agree to honour all the terms and conditions of the Lease.

\_\_\_\_\_ HOUSING AUTHORITY

Per: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**SCHEDULE A**  
<Attach Standard Conditions>

**SCHEDULE B**  
<Attach Tenant Regulations>